08-13555-mg Doc 53201 Filed 06/06/16 Entered 06/29/16 09:13:27





Genobank Mainz eG, Postfach 144, 55054 Mainz-Mombach

UNITED STATES BANKRUPTCY COURT Southern District of New York Attn: Lehman Brothers Holdings Inc. One Bowling Green New York, NY 10004-1408

USA

Ihre Zeichen und Nachricht vom

Unsere Zeichen, Gesprächspartner Herr Gesser/Da Fernruf: Telefax: 06131/6994-0 06131/699477

Internet: E-Mail: www.genobank-mainz.de mail@genobank-mainz.de

Registergericht Mainz

GnR 242

Aufsichtsratsvorsitzender: Dipl.-Volksw. Erwin Wollstädter

Vorstand: Horst Nothhelfer Mark Stehle

2 6994 - 60

Banken:

DZ-Bank Frankfurt

IBAN:

DE4250060000 0000002682

BIC: GENODE55

BIC: GENODE51MZ6

via GENODEFF

55120 Mainz-Mombach Hauptstraße 106-110

31.05.2016

Dear Sirs,

enclosed the requested documents.

Best regards

Genobank Mainz eG

U.S. BANKRUPTCY COUR

2016 JUN -6 P 2: 4

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK	U.S. BANKRUPTCY COURT 2016 JUN -6 P 2: 46 S.D.N.Y.
In re:	

Lehman Brothers Holdings Inc.,

Chapter 11

Case No. 08-13555 (JMP)

Amount of Claim: USD 727,511.75

Blocking No.: CA00328

Date Claim Filed: 10/29/2009

Debtor.

NOTICE OF TRANSFER OF CLAIM OTHER THAN FOR SECURITY PURSUANT TO RULE 3001(e)(2)

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001 (e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this notice and attached evidence.

Genobank Mainz eG VR-LIW GmbH Name of Transferee Name of Transferor Name and Address where notices to transferee Claim No.: 55174

Name and Address where notices to transferee should be sent:

Genobank Mainz eG Hauptstrasse 106-110 55120 Mainz-Mombach Federal Republic of Germany

Telephone: +49 (0) 6131 6994-0

Attention: Mark Stehle

Name and Address where transferee payments should be sent (if different from above):

N/A _____
Telephone: _____
Attention:

Evidence of Transfer of Claim is attached as Exhibit 1.

declare under penalty of perju pest of my knowledge and belie	y that the information provided in this notice is true and correct to the
--	---

By: Transferee/Transferee's Agent

3 1. MAI 2016

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 11 U.S.C. §§ 152 & 3571.

Exhibit 1

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

- 1. For value received, the adequacy and sufficiency of which are hereby acknowledged, VR-LIW GmbH, Gabelsberger Strasse 1a, D-59069 Hamm, Germany (the "Transferor") hereby unconditionally and irrevocably transfers and assigns to Genobank Mainz eG (the "Transferee"), as of the date hereof, an undivided interest, to the extent of the amount specified in Schedule 1 attached hereto (the "Transferred Claim"), in Transferor's right, title and interest in and to, or arising under or in connection with Proof of Claim Number 55174, Blocking Number CA00328 filed by or on behalf of VR-LIW GmbH as Filing Entity on behalf of multiple holders of Lehman Programs (the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), but only to the extent related to the Transferred Claim. For the avoidance of doubt, the Transferred Claim will not encompass Transferor's rights, title or interests in and to and arising in relation to the Proof of Claim or the security or securities except to the extent specified in Schedule 1 attached hereto.
- 2. Transferor hereby waives any objection to the transfer of the Transferred Claim to Transferee on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Transferor by Transferee for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claim. Transferor acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Transferor transferring to Transferee the Transferred Claims, recognizing Transferee as the sole owner and holder of the Transferred Claim, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Transferee. Transferor further directs the Debtor, the Bankruptcy Court and all other interested parties that all further notices relating to the Transferred Claim, and all payments or distributions of money or property in respect of the Transferred Claim, shall be delivered or made to the Transferee.
- 3. Transferor's and Transferee's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with German law.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is

executed as of 31. MAI 2016	, 2016.
VR-LIW GmbH	Genobank Mainz eG
By:	By:
Name: Andreas Winkler, ppa.	Name: Horst Nothhelfer / Mark Stehle
Title: Manager (Prokurist)	Title: Members of the executive board
Gabelsbergerstrasse 1a	Hauptstrasse 106-110
D - 59069 Hamm	D - 55120 Mainz-Mombach
Germany	Germany

SCHEDULE 1

Transferred Claims

Transferred Portion of Claim

US\$ 727,511.75 of US\$ 10,912,676.24 relating to Proof of Claim No. 55174, Blocking No. CA00328

Lehman Programs Securities to which Transfer Relates

Description of Security	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Amount	Coupon	Maturity	Accrued Amount (as of Proof of Claim Filing Date)
Lehman Securities Programs	XS0191247112 Blocking No. CA00328	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 500,000.00 equivalent to US\$ 711,950.00	4,0%	28 Feb 2010	EUR 10,928.96 equivalent to US\$ 15,561.75

Exhibit 2

Lehman Brother	s Holdings Claims Proce otcy Solutions, LLC D. Box 5076	ssing Center		CURITIES PROGRAMS OF OF CLAIM		
In Re: Lehman Brothers Debtors.	Holdings Inc., et al.,	Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)	Filed: USBC - Southern Lehman Brothers Ho 08-13555	oldings Inc., Et Al.		
based on Lehr	m may not be used nan Programs Secui hman-docket.com as	to file claims other than those ities as listed on s of July 17, 2009				
Name and addres Creditor)	s of Creditor. (and name	and address where notices should be	sent if different from	Check this box to indicate that this claim amends a previously filed claim.		
VR-LIW GmbH a Gunnar Mängel (G Gabelsbergerstraß 59069 Hamm	General Manager)	on behalf of multiple holders of Lehman	n Programs Securities	Court Claim Number:(If known)		
Germany				Filed on:		
		mail Address: g.maengel@vr-liw.de				
Name and addres VR-LIW GmbH Gabelsbergerstr 59069 Hamm		be sent (if different from above)		Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.		
Telephone numbe	er:+4930/25 92 45 314 E	mail Address: g.maengel@vr-liw.de		18.4 100 1		
Programs Securit and whether such dollars, using the you may attach a	ies as of September 15, a claim matured or becan exchange rate as applica schedule with the claim	2008, whether you owned the Lehman ne fixed or liquidated before or after S able on September 15, 2008. If you are amounts for each Lehman Programs S	Programs Securities on Septem eptember 15, 2008. The claim a filing this claim with respect to	the amount owed under your Lehman ther 15, 2008 or acquired them thereafter, amount must be stated in United States o more than one Lehman Programs Security, tes.		
	n: §19,279,061.34	(Required)				
Provide the l this claim with re which this claim :	International Securities I spect to more than one I relates.	dentification Number (ISIN) for each cehman Programs Security, you may a	Lehman Programs Security to w ttach a schedule with the ISINs	t due on the Lehman Programs Securities. Thich this claim relates. If you are filing for the Lehman Programs Securities to		
International Se	curities Identification 1	Number (ISIN): XS0191247112	(Required)			
3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.						
Clearstream Bai number:	ak Blocking Number, E	uroclear Bank Electronic Instructio	on Reference Number and or o	ther depository blocking reference		
See attached sch	edule(page 1 to 3)	(Require	d)			
you are filing this	claim. You must acoust	re the relevant Clearstream Bank, Furn	oclear Bank or other depository	r Lehman Programs Securities for which participant account number from your s should not provide their personal account		
	Euroclear Bank, Clear edule (page 1 to 3)	stream Bank or Other Depository P (Required				
5. Consent to Eu	roclear Bank, Clearstr	eam Bank or Other Depository: By	filing this claim, you	FILED / RECEIVED		
disclose your idea	e deemed to have author atity and holdings of Leb s and distributions.	rized, Euroclear Bank, Clearstream Ba Junan Programs Securities to the Debto	nk or other depository to ors for the purpose of	OCT 2 9 2009		
Date. 26 Oct 2009	of the creditor or other number if different from	n filing this claim must sign it. Sign an person authorized to file this claim an in the notice address above. Attach cop	d state address and telephone by of power of attorney, if	EPIQ BANKRUPTCY SOLUTIONS, LLC		
	any. Ulang		Gunnar Mängel			
Penalty	for presenting frauduler	nt claim: Fine of up to \$500,000 or in	prisonment for up to 5 years, or	both. 18 U.S.C. §§ 152 and 3571		

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The questions on the Proof of Claim form include instructions for completing each question. The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

Date and Signature:

The person filing this proof of claim must sign and date it. FRBP 9011. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS

Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy filing.

Claim

A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured, reduced to judgment or not, liquidated or unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal or equitable

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the Claims Agent at the following address:

Lehman Brothers Holdings Claims Processing c/o Epiq Bankruptcy Solutions, LLC FDR Station, PO Box 5076 New York, NY 10150-5076

Lehman Programs Security

Any security included on the list designated "Lehman Programs Securities" available on http://www.lehman-docket.com as of July 17, 2009.

INFORMATION_

Acknowledgment of Filing of Claim

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim, or you may access the Claims Agent's system (http://www.lehman-docket.com) to view your filed proof of claim.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.), and any applicable orders of the bankruptcy court.

Schedule for the notes with the ISIN Code:

XS0191247112

Calculation

Fixed interest rate:	4.0%
Method of interest calculation:	Actual/ Actual
Initial day of reckoning	29 February 2008
Original maturity day:	28 February 2010
Bankruptcy judgement day:	15 September 2008
Days of reckoning:	200
Exchange rate (EUR-USD)*:	1.423900

^{*} The exchange rate of 15 September 2008 is taken from the website www.reuters.com

Amount of Interest= Nominal amount x 4.0% x 200 days
366 days

Blocking Number	Account Number	Nominal amount	Amount of Interest	Total amount of claim	*Total amount of claim	
	ACCOUNT NUMBER	in €	ln€	in €:	in \$:	
CA47313	67160	3.000.000,00 €	65.573,77 €	3.065.573.77 €	\$ 4.365.070,49	
CA00330	67160	1.000.000,00 €	21.857,92 €	1.021.857,92 €		
CA00328	67160	500.000,00 €	10.928,96 €	510.928,96 €		
CA67127	67160	750.000,00 €	16.393,44 €	766.393,44 €		
CA00327	67160	1.000.000,00 €	21.857,92 €	1.021.857,92 €	\$ 1,455,023,50	
CA67128	67160	1.000.000,00 €	21.857,92 €	1.021.857,92 €	\$ 1.455.023,50	
CA00336	67160	1.000.000,00 €	21.857,92 €	1.021.857,92 €		
CA00340	67160	1.000.000,00 €	21.857,92 €	1.021.857,92 €	\$ 1.455.023.50	
CA00342	67160	3.000.000,00 €	65.573,77 €	3.065.573,77 €	\$ 4,365,070,49	
CA67129	67160	1.000.000,00 €	21.857,92 €	1.021.857,92 €	\$ 1.455.023.50	
	Total	13.250.000,00 €	269.617,49 €	13.539.617,49 €	\$ 19.279.061,34	

Reservation of Rights

- 1. VR-LIW GmbH as Filing Entity claiming on behalf of multiple holders of Lehman Programs Securities ("Claimant") expressly reserves the right to amend or supplement this Claim at any time, in any respect and for any reason, including but not limited to, for the purposes of (a) fixing, increasing, or amending the amounts referred to herein, and (b) adding or amending documents and other information and further describing the claims. Claimant does not waive any right to amounts due for any claim asserted herein by not stating a specific amount due for any such claim at this time, and Claimant reserves the right to amend or supplement this proof of claim, if Claimant should deem it necessary or appropriate, to assert and state an amount for any such claim.
- 2. This Claim is made without prejudice to the filing by Claimant and any related entities of additional proofs of claim for any additional claims against Lehman Brothers Holdings Inc. ("LBHI") and its affiliated debtors (the "Debtors") and non-debtor entities affiliated with the Debtors of any kind or nature, including, without limitation, claims for administrative expenses, additional interest, late charges, and related costs and expenses, and any and all other charges and obligations reserved under the applicable documents and other transaction documents, and claims for reimbursement in amounts that are not fully ascertainable.
- 3. The filing of this Claim is not intended to be and shall not be deemed to be or construed as a waiver or release of any right to claim specific assets; any rights of setoff, recoupment, or counterclaim; or any other right, rights of action, causes of action, or claims, whether existing now or hereinafter arising, that Claimant has or may have against LBHI, its affiliated entities or any other person, or persons, and Claimant expressly reserves all such rights.

- 4. Nothing herein modifies, alters, amends and/or waives any right Claimant may have under applicable law or any agreement or understanding to assert and recover from LBHI, its affiliated entities or any other person or persons, upon rights, claims, and monies.
- 5. In executing and filing this claim, Claimant does not submit itself to the jurisdiction of this Court for any other purpose than with respect to this Claim. This Claim is not intended to be, and shall not be construed as (i) an election of remedies, (ii) a waiver of any past, present or future defaults, or (iii) a waiver or limitation of any rights remedies, claims or interests of Claimant.

26 OCT 2009

Date

Signature

Gunnar Mängel (General Manager)

VR-LIW GmbH Gabelsbergerstr. 1a 59069 Hamm Germany

Registry court: AG Hamm, HRB 6345 VAT-Ident-Number DE262892384

Tel.: +49 30 / 259 245 - 314 Fax: +49 30 / 259 245 - 399 E-Mail: g.maengel@vr-liw.de

